

REMARKS

Claims 1-30 were pending. By this Amendment, claims 1, 5, 6, 9, 10, 14, 18, 19, 22, 23, and 27 are amended and claims 7, 20, 29, and 30 are canceled. Claims 1-6, 8-19, and 21-28 therefore remain pending.

Drawing Objection

In the November 17, 2005 Office Action, the drawings were objected to because “the ‘gripping position comprises an expanded position and wherein the released position comprises a contracted position’ recited in claim 29 and the ‘push-out-to-close configuration’ recited in claim 30 must be shown or the feature(s) canceled from the claim(s).” Applicant submits that this rejection is now moot in view of Applicant’s cancellation of claims 29 and 30 without prejudice or disclaimer.

Anticipation Rejection Based on Elbe (U.S. Pat. No. 1,408,182)

Claims 1-6, 8-11, 14-19, 21-24, 27, and 28 were rejected under 35 U.S.C. § 102(b) as being anticipated by Elbe (U.S. Pat. No. 1,408,182). Applicant respectfully traverses this rejection for at least two reasons.

First, claim 1 recites, among other recitations, that “the force limiting coupling structure is constructed and arranged to limit a resultant force being applied to the workpiece holder by the hydraulic closer to move the segments toward the gripping position to the spring force of the biasing structure.” Claim 14 recites, among other recitations, that “a resultant force being applied to the workpiece holder by the hydraulic closer to move the segments toward the gripping position is limited to the spring force of the biasing structure.” Claim 27 recites, among other recitations, that “a resultant force being applied to the workpiece holder by the hydraulic closer to grip the workpiece is limited to a spring force of the biasing structure.” The Examiner asserts that Elbe discloses that “the force limiting coupling structure limits a resultant force to the spring force of the biasing structure.” 11/17/05 Office Action, p. 3. To the contrary, Elbe discloses a push-out-to-close collet in which the closing force of the slidable sleeve b1 is transferred to the jaws D via the collar A. *See* Elbe, p. 2, lines 35-42 (“The work is inserted between the jaws [D] and the sleeve b’ is moved forwardly by means of the lever b². When the sleeve b’ engages the collar A, the collar A is moved forwardly. The jaws D are moved upon one another because of their

contact upon the tapered bore of the ring F.”). The spring a⁷ disclosed in Elbe merely tends to expand the jaws D. *See* Elbe, p. 2, lines 12-25. Elbe does not disclose or suggest that a resultant force is limited to the “spring force of the biasing structure,” as recited in claims 1, 14, and 27.

Second, claims 1 and 14 each recite, among other recitations, that “a force applied by the hydraulic closer to move the gripping segments of the workpiece holder from the released to the gripping positions is transferred to the workpiece holder through the biasing structure.” Amended claim 27 recites, among other recitations, “applying a force with the hydraulic closer through a biasing structure to the workpiece holder so as to move the gripping segments of the workpiece holder from the released to the gripping positions.” In contrast, Elbe discloses a push-out-to-close collet in which the closing force of the slidable sleeve b1 is transferred to the jaws D via the collar A, not “through the biasing structure” as recited in amended claims 1, 14, and 27. *See* Elbe, p. 2, lines 35-42.

Accordingly, Elbe does not disclose or suggest the combination of recitations in amended claims 1, 14, or 27. Applicant therefore respectfully requests the withdrawal of the anticipation rejection of claims 1, 14, and 27, as well as their respective dependent claims, which are allowable at least because they depend from allowable independent claims.

Anticipation Rejection Based on Curtis (U.S. Pat. No. 6,260,885)

Claims 1-8, 14-21, and 27-30 were rejected under 35 U.S.C. § 102(b) as being anticipated by Curtis (U.S. Pat. No. 6,260,885). Applicant respectfully traverses this rejection for at least two reasons.

First, claim 1 recites, among other recitations, that “the force limiting coupling structure is constructed and arranged to limit a resultant force being applied to the workpiece holder by the hydraulic closer to move the segments toward the gripping position to the spring force of the biasing structure.” Claim 14 recites, among other recitations, that “a resultant force being applied to the workpiece holder by the hydraulic closer to move the segments toward the gripping position is limited to the spring force of the biasing structure.” Claim 27 recites, among other recitations, that “a resultant force being applied to the workpiece holder by the hydraulic closer to grip the workpiece is limited to a spring force of the biasing structure.” The Examiner inaccurately asserts that Curtis discloses that “the force limiting coupling structure limits a resultant force to the spring force of the biasing structure.” 11/17/05 Office Action, p. 4. To the contrary, as shown in FIG. 2 of Curtis, a force applied

by a draw rod 62 to a collet 32 is transferred to the collet 32 through a contractor 14 and is not limited to the “spring force of the biasing structure,” as recited in claims 1, 14, and 27.

Second, claims 1 and 14 each recite, among other recitations, that “a force applied by the hydraulic closer to move the gripping segments of the workpiece holder from the released to the gripping positions is transferred to the workpiece holder through the biasing structure.” Amended claim 27 recites, among other recitations, “applying a force with the hydraulic closer through a biasing structure to the workpiece holder so as to move the gripping segments of the workpiece holder from the released to the gripping positions.” In contrast, as shown in FIG. 2 of Curtis, a force applied by a draw rod 62 to a collet 32 is transferred to the collet 32 through a contractor 14, not “through the biasing structure,” as recited in claims 1, 14, and 27. This force is not transferred through the spring 86 or the spring 78 disclosed in Curtis.

Accordingly, Curtis does not disclose or suggest the combination of recitations in amended claims 1, 14, or 27. Applicant therefore respectfully requests the withdrawal of the anticipation rejection of claims 1, 14, and 27, as well as their respective dependent claims, which are allowable at least because they depend from allowable independent claims.

Anticipation Rejection Based on Atkinson (U.S. Pat. No. 4,477,095)

Claims 1-6, 8, 14-19, 21, 27, and 28 were rejected under 35 U.S.C. § 102(b) as being anticipated by Atkinson (U.S. Pat. No. 4,477,095). Applicant respectfully traverses this rejection for at least two reasons.

First, claim 1 recites, among other recitations, that “the force limiting coupling structure is constructed and arranged to limit a resultant force being applied to the workpiece holder by the hydraulic closer to move the segments toward the gripping position to the spring force of the biasing structure.” Claim 14 recites, among other recitations, that “a resultant force being applied to the workpiece holder by the hydraulic closer to move the segments toward the gripping position is limited to the spring force of the biasing structure.” Claim 27 recites, among other recitations, that “a resultant force being applied to the workpiece holder by the hydraulic closer to grip the workpiece is limited to a spring force of the biasing structure.” In contrast, Atkinson discloses a collet C that is directly threaded to the draw tube 34 (Atkinson, col. 2, lines 50-53) such that the closing force applied by the draw tube 34 is not limited to the “spring force of the biasing structure,” as recited in claims 1, 14, and 27.

Second, claims 1 and 14 each recite, among other recitations, that “a force applied by the hydraulic closer to move the gripping segments of the workpiece holder from the released to the gripping positions is transferred to the workpiece holder through the biasing structure.” Amended claim 27 recites, among other recitations, “applying a force with the hydraulic closer through a biasing structure to the workpiece holder so as to move the gripping segments of the workpiece holder from the released to the gripping positions.” In Atkinson, a collet C is directly threaded to the draw tube 34 (Atkinson, col. 2, lines 50-53) such that the force applied by the draw tube 34 is not transferred to the workpiece holder “through the biasing structure,” as recited in claims 1, 14, and 27. This force is not transferred through the coil spring 40 disclosed in Atkinson. *See* Atkinson, col. 2, lines 53-60.

Accordingly, Atkinson does not disclose or suggest the combination of recitations in amended claims 1, 14, or 27. Applicant therefore respectfully requests the withdrawal of the anticipation rejection of claims 1, 14, and 27, as well as their respective dependent claims, which are allowable at least because they depend from allowable independent claims.

Obviousness Rejection

Claims 7 and 20 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Atkinson in view of Curtis. Applicant respectfully traverses this rejection at least because claims 7 and 20 depend from allowable independent claims. As demonstrated above, none of the cited references, either alone or in combination, disclose or suggest the combinations of recitations in independent claims 1, 14, and 27. Accordingly, Applicant submits that independent claims 1, 14, and 27, as well as their respective dependent claims, including claims 7 and 20, are non-obvious. Applicant therefore respectfully requests the withdrawal of the obviousness rejection of claims 7 and 20.

Conclusion

In view of the above, Applicant submits that the present application, including claims 1-6, 8-19, and 21-28, is in condition for allowance, an early notice of which is earnestly solicited.

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Please charge any fees associated with the submission of this paper to Deposit Account Number 033975. The Commissioner for Patents is also authorized to credit any over payments to the above-referenced Deposit Account.

Respectfully submitted,

PILLSBURY WINTHROP SHAW PITTMAN LLP

A handwritten signature in black ink, appearing to read "Benjamin L. Kiersz", with a stylized flourish at the end.

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